

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED COMMUNITY BANK,

Plaintiff,

v.

HESAM LAMEI a/k/a HESSAM
LAMEI,

Defendant.

Civil Action File

No. _____

COMPLAINT FOR DAMAGES

Plaintiff United Community Bank hereby files its Complaint for Damages against Hesam Lamei a/k/a Hessam Lamei, as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff United Community Bank (“UCB”) is a South Carolina state-charted banking corporation with its principal place of business located in Greenville, South Carolina. Accordingly, UCB is a citizen of South Carolina.

2. Defendant Hesam Lamei a/k/a Hessam Lamei (“Lamei”) is an individual citizen of the State of Georgia. Lamei may be served at 2415 Figaro Drive, Atlanta, Georgia 30339, or wherever else he may be found.

3. This Court has personal jurisdiction over Lamei, who is a citizen of the State of Georgia.

4. This Court has subject-matter jurisdiction over this matter, pursuant to

28 U.S.C. § 1332, as UCB and Lamei are citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is proper in this Court, pursuant to 28 U.S.C. § 1391(b) and N.D. Ga. L.R. 3.1(B), as the cause of action arose within the Northern District of Georgia, Atlanta Division.

II. FACTUAL BACKGROUND

A. The Loan Documents.

6. On or about April 19, 2022, non-party Aventis Systems, Inc. (“Aventis”) executed and delivered to UCB that certain Promissory Note of even date in the face amount of \$3,000,000.00, which renewed prior indebtedness (“Note 1”). A true and correct copy of Note 1 is attached hereto as Exhibit A.

7. On or about April 25, 2022, Aventis executed and delivered to UCB that certain Promissory Note of even date in the face amount of \$500,000.00 (“Note 2” and, collectively with Note 1, the “Notes”) in connection with a loan from UCB in the same amount. A true and correct copy of Note 2 is attached hereto as Exhibit B.

8. The Notes are guaranteed by those certain Commercial Guaranty agreements from Lamei to UCB dated April 19, 2022, and April 25, 2022 (collectively, the “Guarantees”). True and correct copies of the Guarantees are attached hereto as Exhibit C.

9. UCB is the holder of the Notes, the Guarantees, and all documents executed in connection therewith or pursuant thereto (collectively, the “Loan Documents”).

B. The Defaults.

10. On February 6, 2023, Aventis filed a Voluntary Petition for Non-Individuals Filing for Bankruptcy, commencing that Chapter 11 bankruptcy case known as *In re Aventis Systems, Inc.*, No. 23-51162-lrc, United States Bankruptcy Court for the Northern District of Georgia (the “Aventis Bankruptcy Case”). Aventis is not joined as a defendant herein, and UCB does not seek any relief against Aventis in this action, due to the Aventis Bankruptcy Case.

11. The filing of the Aventis Bankruptcy Case constitutes an Event of Default under the Notes (the “Bankruptcy Default”).

12. Lamei failed to pay the amounts owing under the Notes upon the occurrence of the Bankruptcy Default and is in default under the Guarantees.

13. Note 1 matured by its terms on April 18, 2023 (the “Note 1 Maturity Default”).

14. Lamei is further in default under the Guarantees due to the Note 1 Maturity Default.

15. Note 2 matured by its terms on May 25, 2023 (the “Note 2 Maturity Default”).

16. Lamei is further in default under the Guarantees due to the Note 2 Maturity Default.

17. Lamei is hereby notified pursuant to O.C.G.A. § 13-1-11, that UCB intends to enforce the attorneys' fees provisions in the Notes and Guarantees and he has ten (10) days from service of this Complaint for Damages in which to pay the sums due, as well as any additional interest or other charges that might accrue prior to the tender of payment in full without also being liable for attorneys' fees. Lamei can avoid the obligation to pay attorneys' fees by paying the sums owed and any additional interest or other charges that may accrue prior to the tender of payment in full, within ten (10) days after the date of service of this Complaint for Damages.

18. As of December 13, 2023, the amounts owing under the Loan Documents, exclusive of costs and attorneys' fees, was as follows:

<u>Note</u>	<u>Principal</u>	<u>Accrued Interest (Default Rate)</u>	<u>Late Charges</u>	<u>Audit Invoice Fees</u>	<u>Total</u>	<u>Per Diem (Default Rate)</u>
Note 1	\$2,829,893.85	\$67,940.03	\$1,500.00	\$4,100.00	\$2,903,433.88	\$1,257.73
Note 2	\$499,055.23	\$9,988.85	\$659.50	\$0.00	\$509,703.58	\$221.80
TOTAL	\$3,328,949.08	\$77,928.88	\$2,159.50	\$4,100.00	\$3,413,137.46	\$1,479.53

III. CAUSES OF ACTION

COUNT I

Breach of the Guarantees

19. UCB re-alleges and incorporates by reference the allegations in Paragraphs 1 through 18.

20. Lamei is in default of the Guarantees for failing to pay the amounts owing under the Notes and the Guarantees upon Bankruptcy Default, the Note 1 Maturity Default, and the Note 2 Maturity Default.

21. Lamei is liable to UCB under the Guarantees for the principal balance of Note 1 in the amount of \$2,829,893.85, accrued interest at the default rate in the amount of \$67,940.03 as of December 13, 2023, per diem interest at the default rate after December 13, 2023, and through judgment in the amount of \$1,257.73, late charges in the amount of \$1,500.00, and audit invoice fees in the amount of \$4,100.00.

22. Lamei is liable to UCB under the Guarantees for the principal balance of Note 2 in the amount of \$499,055.23, accrued interest at the default rate in the amount of \$9,988.85 as of December 13, 2023, per diem interest at the default rate after December 13, 2023, and through judgment in the amount of \$221.80, and late charges in the amount of \$659.50.

COUNT II
Attorneys' Fees

23. UCB re-alleges and incorporates by reference the allegations in Paragraphs 1 through 22.

24. If Lamei does not pay the outstanding principal and accrued interest owing on the Notes and Guarantees within ten (10) days of service of this Complaint for Damages, and any additional interest or other charges that may accrue prior to

the tender of payment in full, Lamei shall be liable to UCB for attorneys' fees in the amount of fifteen percent (15%) of the principal and interest owing under the Loan Documents as attorneys' fees, pursuant to O.C.G.A. § 13-1-11.

25. Lamei is also liable to UCB for expenses of litigation, pursuant to O.C.G.A. § 13-6-11, as Lamei has acted in bad faith, been stubbornly litigious, and caused UCB unnecessary trouble and expense.

NOW WHEREFORE, UCB prays for the following relief:

- (a) that summons issue as to Lamei;
- (b) that final judgment be entered against Lamei on the Guarantees as follows: (1) on Note 1 in the principal amount of \$2,829,893.85, accrued interest at the default rate in the amount of \$67,940.03 as of December 13, 2023, per diem interest at the default rate after December 13, 2023, and through judgment in the amount of \$1,257.73, late charges in the amount of \$1,500.00, and audit invoice fees in the amount of \$4,100.00; and (2) on Note 2 in the principal amount of \$499,055.23, accrued interest at the default rate in the amount of \$9,988.85 as of December 13, 2023, per diem interest at the default rate after December 13, 2023, and through judgment in the amount of \$221.80, and late charges in the amount of \$659.50;
- (c) that such final judgments include awards for UCB's attorneys' fees and costs pursuant to O.C.G.A. § 13-1-11, and/or its expenses of litigation pursuant to

O.C.G.A. § 13-6-11;

(d) an order taxing all costs on Lamei;

(e) post-judgment interest at the Default Rate as provided for in the Loan Documents; and

(f) for all other relief this Court deems proper.

This 15th day of December, 2023.

BURR & FORMAN LLP

/s/ Brian J. Levy

Paul G. Durdaller

Georgia Bar No. 234890

pdurdaller@burr.com

Brian J. Levy

Georgia Bar No. 302518

blevy@burr.com

COUNSEL FOR PLAINTIFF UNITED
COMMUNITY BANK

1075 Peachtree Street NE
Suite 3000
Atlanta, Georgia 30309
Telephone: (404) 815-3000
Facsimile: (404) 817-3244